

REMARKS

Applicant submits this Reply to the Office Action mailed May 12, 2008. Applicant has amended claims 1, 3-5, 7-10, 12, 14-24, 26, 27, 29, 30, 32-36, 39-41, 43-45, and 48-51. Claims 1-51 remain pending. The originally filed specification, drawings, and claims fully support the subject matter of the amended claims, specification, and drawings.

Interview

Applicant acknowledges with appreciation the courtesies extended by Examiner Cervetti during an interview with Applicant's representatives, Christopher Weber and Elizabeth Burke, on July 30, 2008. The substance of the interview is summarized below.

The interview included a discussion of U.S. Patent 6,966,000 to Zhang et al. ("Zhang"), U.S. Patent Publication 2004/0006542 to Gilliam et al. ("Gilliam"), and the rejection of Applicant's claims under 35 U.S.C. § 103(a). The interview further included a discussion of possible claim amendments. Applicant's representatives explained that Zhang describes a two party access grant system, that Gilliam discloses a non-linear multi-party usage right system, and that neither system alone or in combination describes a linear method of enabling a software option as described in the proposed amendment to claim 1. Applicant's representatives further explained that neither Zhang nor Gilliam disclose "distributing at least a portion of said enabling signal to a plurality of controllers located on said machine" as recited in claim 24, "identifying a failed processor associated with said replacement processor" as recited in claim 27, or "receiving a request to disable said software option" as recited in claim 30. The

Examiner agreed with Applicant's representatives that neither Zhang nor Gilliam appear to disclose these claim features, and the examiner agreed to issue a new non-final Office Action.

The amendments and remarks herein are consistent with the discussion during the interview.

Claim Rejections - 35 U.S.C. § 103(a)

In the May 12th Office Action, claims 1-51 were rejected as being obvious over Zhang in view of Gilliam. Applicant requests the withdrawal of the 35 U.S.C. § 103(a) rejection of claims 1-51 because neither Zhang nor Gilliam, either alone or in combination, disclose each and every element of independent claims 1, 24, 27, 30, 39, 43, 44, 49, 50, and 51.

For example, amended independent claim 1 recites "delivering a first enabling signal, from said remote facility, to an intermediary" and "delivering a second enabling signal, from said intermediary, to said machine." Zhang discloses delivering an access grant from a centralized facility to a customer without an intermediary (Zhang, abs.). Zhang does not teach or even suggest "delivering a first enabling signal, from said remote facility, to an intermediary" and "delivering a second enabling signal, from said intermediary, to said machine.." Gilliam discloses a series of two-party communications, such as, *inter alia*, client-vendor, vendor-license server, and client-activation server. (Gilliam, Fig. 1, ¶¶ 0055-0059). Therefore, Gilliam does not remedy the deficiencies in Zhang and these references do not establish a *prima facie* case of obviousness with regard to amended independent claim 1. Applicant respectfully

requests the allowance of amended independent claim 1 and all claims dependent therefrom.

Independent claim 24 recites “distributing at least a portion of said enabling signal to a plurality of controllers located on said remote machine.” The examiner points out that Zhang discloses granting access to only a portion of the available options. (Office Action at p.4). While this may or may not be true, Zhang does not teach distributing “a portion of said enabling signal to a plurality of controllers.” The examiner appears to be equating a portion of options to a portion of an enabling signal, however, there is nothing in Zhang to suggest that enabling more than one option requires distributing the signal or a portion of the signal to more than one controller. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and these references do not establish a *prima facie* case of obviousness with regard to independent claim 24. Applicant respectfully requests the allowance of independent claim 24 and all claims dependent therefrom.

Independent claim 27 recites “identifying a failed processor associated with a replacement processor.” The Office Action states that Zhang discloses such a feature at col. 6, ll. 7-40. However, this portion of Zhang is directed to inputting customer information, validating customer information, receiving a customer request, validating a system, and granting access based on customer status and does not disclose or suggest “identifying a failed processor associated with a replacement processor.” Zhang does not disclose a failed processor, i.e. a failed piece of equipment nor a replacement processor, i.e., a second piece of equipment. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and thus, these references cannot

establish a *prima facie* case of obviousness with regard independent claim 27.

Applicant respectfully requests the allowance of independent claim 27 and all claims dependent therefrom.

Independent claim 30 recites “receiving a disabled characteristic associated with said software option; and establishing an entitlement in response to said disabled characteristic.” The Office Action states that Zhang discloses such a feature at col. 6, ll. 7-40. (Office Action, p.7). However, this portion of Zhang is directed to inputting customer information, validating customer information, receiving a customer request, validating a system, and granting access based on customer status. Further the Office Action points to col. 7, ll. 1-47. (Office Action, p.7). This portion of Zhang is directed to initial download by the user of the purchased access, billing for that access, and monitoring of the access until such time as it may be due for renewal, including new billing. In addition, Zhang discloses allowing an access grant to expire on its own. (Zhang, col. 7, ll. 45-47). Zhang does not disclose “receiving a disabled characteristic associated with said software option; and establishing an entitlement in response to said disabled characteristic” For at least these reasons, Zhang does not disclose or suggest each and every element of independent claim 30. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and these references cannot establish a *prima facie* case of obviousness with regard independent claim 30. Applicant respectfully requests the allowance of independent claim 30 and all claims dependent therefrom.

Amended independent claim 39 recites “enabling said software option during a trial period.” Zhang does not disclose a trial period and therefore does not disclose

enabling a software option during a trial period. The Office Action points to col. 7, ll. 20-47 of Zhang for disclosure of the trial period. However, this portion of Zhang, also including lines 5-19, discusses initial download by the user of the purchased access, billing for that access, and monitoring of the access until such time as it may be due for renewal, including new billing. (Zhang, col. 7, ll. 5-47.) As discussed in the specification of this application (see p.25, paragraph 49), and as also commonly understood as the accepted meaning of the term, “a trial period” is a period during which the user may try a feature/product without paying for it and after which a user will have the option to purchase or lease the feature/product. Zhang does not disclose a trial period. For at least these reasons, Zhang does not disclose or suggest each and every element of independent claim 39. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and these references cannot establish a *prima facie* case of obviousness with regard independent claim 39. Applicant respectfully requests the allowance of independent claim 39 and all claims dependent therefrom.

Independent claim 43 recites “receiving a request to disable a software option.” The Office Action states that Zhang discloses such a feature at col. 6, ll. 7-40. (Office Action, p.7). However, this portion of Zhang is directed to inputting customer information, validating customer information, receiving a customer request, validating a system, and granting access based on customer status and does not disclose or suggest “receiving a request to disable a software option.” Further the Office Action points to col. 7, ll. 1-47. (Office Action, p.7). This portion of Zhang is directed to initial download by the user of the purchased access, billing for that access, and monitoring of the access until such time as it may be due for renewal, including new billing, and does

not disclose or suggest “receiving a request to disable a software option.” In addition, Zhang discloses allowing an access grant to expire on its own. (Zhang, col. 7, ll. 45-47.) Zhang does not disclose “receiving a request to disable the software option.” For at least these reasons, Zhang does not disclose or suggest each and every element of independent claim 43. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and these references cannot establish a *prima facie* case of obviousness with regard independent claim 43. Applicant respectfully requests the allowance of independent claim 43.

Amended independent claim 44 recites, in part, “receiving a request by a manufacturer from a dealer to enable a software option” and “delivering an enabling signal to said remote customer machine.” Zhang discloses a two-entity relationship between a customer and a centralized facility. (Zhang, col. 3 ll. 42 - 60.) While Zhang discloses that there may be multiple centralized facilities, Zhang does not disclose that the other facilities would represent a third entity, i.e. a different type of entity from the first and second entity. Further, Zhang does not disclose or suggest communication between a customer, a dealer, and a manufacturer. For at least these reasons, Zhang does not disclose or suggest each and every element of amended independent claim 44. Gilliam discloses a series of two-party communications, such as, *inter alia*, client-vendor, vendor-license server, and client-activation server. (Gilliam, Fig. 1, ¶¶ 0055-0059). Therefore, Gilliam does not remedy the deficiencies in Zhang and these references do not establish a *prima facie* case of obviousness with regard to amended independent claim 44. Applicant respectfully requests the allowance of amended independent claim 44 and all claims dependent therefrom.

Amended independent claim 49 recites “delivering an enabling signal, from said remote location, to an intermediary,” and “receiving said enabling signal, from said intermediary, at said machine.” Zhang discloses sending an access grant to a device but does not disclose “delivering an enabling signal, from said remote location, to an intermediary,” and “receiving said enabling signal, from said intermediary, at said machine.” For at least these reasons, Zhang does not disclose or suggest each and every element of amended independent claim 49. Gilliam discloses a series of two-party communications, such as, inter alia, client-vendor, vendor-license server, and client-activation server. (Gilliam, Fig. 1, ¶¶ 0055-0059). Therefore, Gilliam does not remedy the deficiencies in Zhang and these references do not establish a *prima facie* case of obviousness with regard to amended independent claim 49. Applicant respectfully requests the allowance of amended independent claim 49.

Independent claim 50 recites, “disabling said software option on said second machine in response to said request; generating an enabling signal in response to said disablement; and enabling said software option on said first machine in response to said enabling signal.” Zhang discloses granting access to a customer device in response to a request for that access from a centralized facility. (Zhang, Abs.) Zhang does not disclose “disabling said software option on said second machine in response to said request; generating an enabling signal in response to said disablement; and enabling said software option on said first machine in response to said enabling signal.” For at least these reasons, Zhang does not disclose or suggest each and every element of independent claim 50. The Office Action does not rely on Gilliam to remedy these deficiencies in Zhang and these references cannot establish a *prima facie* case of

obviousness with regard independent claim 50. Applicant respectfully requests the allowance of independent claim 50.

Independent claim 51 recites “an intermediary configured to receive said first enabling signal from said remote facility, authenticate said first enabling signal, and responsively deliver a second enabling signal to said machine in response to said first enabling signal.” The Office Action states that Zhang discloses such a feature at col. 5, ll. 1-45. However, this portion of Zhang is directed to the configuration of the centralized facility and the network configuration connecting the customer to the facility and does not disclose or suggest “an intermediary configured to receive said first enabling signal from said remote facility, authenticate said first enabling signal, and responsively deliver a second enabling signal to said machine in response to said first enabling signal.” For at least these reasons, Zhang does not disclose or suggest each and every element of independent claim 51. Gilliam discloses a series of two-party communications, such as, *inter alia*, client-vendor, vendor-license server, and client-activation server. (Gilliam, Fig. 1, ¶¶ 0055-0059). Therefore, Gilliam does not remedy the deficiencies in Zhang and these references do not establish a *prima facie* case of obviousness with regard to amended independent claim 51. Applicant respectfully requests the allowance of independent claim 51.


In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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By: 
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